

01/24/2012 11:22 FAX 8137193428  
/24/2012 3:19 PM (GMT) From: The Batista Law Group, PSC

NR QUICK LOAN PC  
781-111-1533

004/005

48111

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

JOSE A. ALBINO OTERO,

Debtor

JOSE A. ALBINO OTERO,  
Plaintiff,

V

LENDER BUSINESS PROCESS  
SERVICES (LBPS), ET ALS

Defendant

CASE NO: 10-08923 BKT

CHAPTER: 13

ADV. NO: 11-00102 BKT

JOINT MOTION FOR THE ENTRY OF ORDER BY CONSENT

TO THE HONORABLE COURT:

COMES now, *LENDER BUSINESS PROCESS SERVICES (LBPS)*, hereinafter referred to as "LBPS", Alejandro Oliveras Rivera, the Trustee and Jose A. Albino Otero, hereinafter referred to as "the debtor" by the undersigned attorney, and very respectfully alleges and prays:

**BACKGROUND**

1. Debtor and LBPS are parties to a mortgage loan secured by debtor's residential property, loan number x7932 (the "Mortgage Account").
2. LBPS, is the holder in due course of a mortgage note in the principal sum of \$175,000.00, bearing interest at 6.625%, per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed on May 23<sup>rd</sup>, 2007 ("the mortgage").
3. The mortgage encumbers the following property: 817 N Kingsway Road, Seffner, FL 33584.

01/24/2012 11:22 FAX 8187193428  
24/2012 3:18 PM (GMT) From: The Batista Law Group, PSC

MR QUICK LOAN PC  
818-111-1300

005/005

4. On September 27<sup>th</sup>, 2010, Debtor filed a Chapter 13 bankruptcy proceeding, Case No. 10-08923 in the United States Bankruptcy Court for the District of Puerto Rico (Old San Juan) (the "Bankruptcy").
5. On May 3<sup>rd</sup>, 2011, Debtor filed an Adversary Proceeding, Adversary No. 11-00102 (the "Adversary").
6. LBPS has denied Debtor's claims, but the parties have reached an agreement to resolve the dispute, subject to the terms and conditions of this motion.

#### AGREEMENT

7. Debtor agrees to execute and return a copy of this Settlement Agreement to LBPS through their counsel: Vanessa Torres Quiñones, by mail to Martínez & Torres Law Offices, P.O. Box 192938 San Juan, Puerto Rico 00919-2938 or by email at [vtorres@martineztorreslaw.com](mailto:vtorres@martineztorreslaw.com).
8. Parties have agreed that the value of the property is \$66,500.00.
9. LBPS will amend Claim 3-1 for the secured amount of \$66,500.00.
10. LBPS will file new Proof of Claim for the amount of \$148,736.60 for unsecured credit.
11. Debtor will amend Chapter 13 Payment Plan in order to provide for both claims for LBPS.
12. Debtor agrees to file for dismissal with prejudice of the adversary proceeding.
13. Based on the above, the assigned Chapter 13 Trustee will withdraw objection to proof of claim number 30 filed on April 1, 2011.
14. As to that effect the order entered on May 9, 2011 will be set aside.

01/24/2012 11:22 FAX 8137193428  
24/2012 3:19 PM (GMT) From: The Batista Law Group, PSC

MR QUICK LOAN PC  
101-111-1000

002/005

15. Debtor acknowledges that LBPS's actions shall constitute a full and complete settlement of all claims asserted by Debtor in the Adversary and released pursuant to this agreement.
16. LBPS does not admit any liability to Debtor by signing this agreement.
17. This agreement is the complete agreement between Debtor and LBPS concerning their disagreement. Debtor and LBPS have made no other written or oral agreements related to their disagreement.
18. This Agreement may be executed in counterparts, either in original form or in the form of facsimile copies, all of which taken together shall collectively constitute one agreement binding on all parties.
19. Debtor states that he has read, understands and agrees to the terms of this Agreement and has discussed it with his attorney.
20. The parties agree that this agreement does not change, amend or alter in any way the provisions of the note and the deed.

WHEREFORE, the parties respectfully requests that the agreement herein set forth be approved and an order be entered accordingly.

RESPECTFULLY SUBMITTED,

In San Juan, Puerto Rico this 30 day of January 2012.

Debtor:

JOSE A ALBINO OTERO  
URB LEVITTOWN STA SECCION  
BX 11 CALLE  
DR FRANCISCO RENDON  
TOA BAJA, PR 00949

*Jose A Albino Otero*

Legal Counsel for debtor:

JESUS ENRIQUE BATISTA SANCHEZ  
BARTOLONE & BATISTA LLP  
COND MIDTOWN CENTER  
421 MUNOZ RIVERA AVE SUITE 901  
SAN JUAN, PR 00913  
787-303-0325  
Fax: 407-479-3618  
Email: [jesusenb1@yahoo.com](mailto:jesusenb1@yahoo.com)

*[Signature]*

01/24/2012 11:22 FAX 8137193428

MR QUICK LOAN PC

003/005

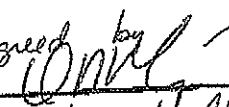
24/2012 3:19 PM (GMT)

From: The Batista Law Group, PSC

86-111-1367

**Chapter 13 Trustee:**

**ALEJANDRO OLIVERAS RIVERA**  
CHAPTER 13 TRUSTEE  
PO BOX 9024062  
SAN JUAN, PR 00902-4062  
787 977-3500

*Reviewed and agreed by*  
  
*Osmani Navarro Martinez*

**Legal counsel for BPPR:**

**MARTINEZ & TORRES LAW OFFICES, PSC**  
P.O. Box 192938  
San Juan, PR 00919-2938  
Tel. (787) 767-8244;  
Fax. (787) 767-1183  
[vtorres@martineztorreslaw.com](mailto:vtorres@martineztorreslaw.com)

*/s/ Vanessa M. Torres Quiñones*

I **HEREBY CERTIFY** that this 30<sup>th</sup> day of January 2012, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: debtor's attorney **Jesús E. Batista Sánchez** and Trustee **Alejandro Oliveras Rivera**.

**Martínez & Torres Law Offices**  
P.O. Box 192938 San Juan, PR 00919-2938  
Tel. (787) 767-8244 & Fax (787) 767-1183  
[vtorres@martineztorreslaw.com](mailto:vtorres@martineztorreslaw.com)

**/s/ Vanessa M. Torres Quiñones**  
By: Vanessa M. Torres Quiñones  
USDC -PR 217401